

**STANDARD CONTRACT FOR
DLA 2025.02 SERVICE OF PROCESS**



BETWEEN
THE STATE OF FLORIDA
DEPARTMENT OF LEGAL AFFAIRS
AND
TSI MANAGEMENT GROUP INC DBA TRGT LEGAL

STANDARD CONTRACT

By submission of a Bid, the CONTRACTOR has accepted the terms of this Standard Contract.

This Contract is between the STATE OF FLORIDA, FLORIDA DEPARTMENT OF LEGAL AFFAIRS, OFFICE OF THE ATTORNEY GENERAL (OAG), an agency of the state of Florida with offices at The Capitol, PL-01, Tallahassee, Florida 32399-1050, and TSI Management Group, dba TRGT Legal, 10675 66th Street North, Pinellas Park, FL 33782 (Contractor). The OAG and Contractor are jointly referred to as “the Parties”.

The Parties enter into this Contract in accordance with the terms and conditions of Solicitation No. 2025.02, Service of Process.

The Parties agree to the following terms and conditions:

1. SCOPE OF WORK

The Contractor will perform the services specified in **Attachment A, Scope of Work** to this Contract, hereby incorporated by reference. Attachment A reflects the Scope of Work, which is based on Section 4 of the ITB and Contractor’s Response to the ITB. The State of Florida, General Contract Terms, PUR 1000 located at https://www.dms.myflorida.com/content/download/2933/11777/PUR_1000_General_Contract_Conditions.pdf apply to the extent they are not otherwise modified in this Contract and are hereby incorporated by reference. This Standard Contract takes precedent if there is any conflict between the terms of the PUR 1000 and this document.

2. DEFINITIONS

The following definitions apply in addition to the definitions in the PUR1000.

BUSINESS DAYS	Monday through Friday, excluding state holidays as defined in section 110.117, Florida Statutes
BUSINESS HOURS	8 a.m. to 5 p.m., Eastern Time
SERVICE AREA 1	Service of Process performed within the state of Florida.
SERVICE AREA 2	Service of Process performed within the United States, including its Territories and Commonwealths.
SERVICE AREA 3	Service of Process performed outside of the United States, including its Territories and Commonwealths.
SERVICE ATTEMPT	The act of performing a Service of Process, successful or not, to a recipient. The number of required Attempts will vary between Service Areas. These will only be performed during certain appropriate times, detailed by the Service Options.
SERVICE LEVEL	The type of service requested by the OAG for the Contractor to perform. Service Levels are classified as “Routine, Priority, and Express”.
STATE	State will be synonymous with the state of Florida and its various agencies and other governmental subdivisions.
SUBCONTRACTOR	Any firm or person other than an employee of the Contractor who performs any services required by the Contract.

3. TERM

3.1 Initial Term

The initial Contract term will begin on September 10, 2025, or on the last date the Contract is signed by all parties, whichever is later, and end on September 09, 2028. The Contract is subject to the availability of funds.

3.2 Renewal Term

The Contract may be renewed on a yearly basis for no more than three years beyond the initial contract or for the original term of the contract, whichever is longer, and is subject to the same terms and conditions set forth in the initial contract. Renewals must be in writing and are made by mutual agreement. Renewals are contingent upon satisfactory fiscal and programmatic performance evaluations as determined by the OAG and are subject to the availability of funds.

4. TERMINATION

4.1 Termination for Convenience

This Contract may be terminated by the OAG in whole or in part at any time in the best interest of the OAG. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the OAG and will be turned over promptly by the Contractor.

4.2 Termination for Cause

This Contract may be terminated for the Contractor's non-performance upon no less than 24 hours' notice in writing to the Contractor by certified mail, return receipt requested or in person with proof of delivery. Waiver of breach of any provisions of this Contract will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Contract. In the event of default, in addition to the OAG's right to terminate the Contract, the OAG may pursue any of its remedies at law or in equity, including but not limited to, any losses or expenditures of the OAG in obtaining replacement services or commodities, investigating, monitoring, or auditing, including legal fees, professional fees, consulting fees, and witness fees. These remedies will include offsetting any sums due to the Contractor under the Contract, and any other remedies at law or in equity.

4.3 Termination Because of Lack of Funds

In the event funds to finance this Contract become unavailable, the OAG may terminate the Contract upon no less than 24 hours' notice in writing to the Contractor. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The OAG will be the final authority as to the availability of funds. In the event of termination of the Contract for lack of funds,

the Contractor will be compensated for any work satisfactorily completed prior to the effective date of termination.

4.4 Access to Information after Termination

In the event this Contract is terminated, all finished or unfinished documents, data, studies, correspondence, reports, and other products prepared by or for the Contractor under this Contract will be made available to and for the use of the OAG at no additional charge.

4.5 Responsibility for Damages

Notwithstanding the above, the Contractor will not be relieved of liability to the OAG for damages sustained by the OAG by any termination of this Contract by the Contractor. In the event this Contract is terminated, the Contractor will be reimbursed for services satisfactorily completed subject to any such damages incurred by the OAG.

5. COMPENSATION

5.1 Payment

This is a fixed price, unit cost Contract. The OAG will pay the Contractor based on the amounts agreed to in **Attachment B, Price Sheet**, which is incorporated and attached to this Contract. The total contract amount, deliverable amounts, the unit of service as related to the deliverables, and timing of the payments (e.g., quarterly, monthly, one-time) are specified in the Price Sheet of this Contract. Payments will be made in accordance with sections 215.422 and 287.0585, Florida Statutes, which govern the timeframes for approval and payment of invoices. The OAG's failure to pay, or delay in payment will not constitute a breach of the Contract and will not relieve the Contractor of its obligations to the OAG.

5.2 Invoices

The Contractor must submit a completed invoice to the OAG within 30 calendar days from the end of each month. Invoices will be submitted in the format specified by the OAG and are paid in accordance with section 215.422, Florida Statutes. At a minimum, each invoice must include the Contractor's name, mailing address, remittance address (if different than the mailing address) and F.E.I.N as well as the contract number, invoice date, deliverables completed, billing period, the amount due, a statement certifying the accuracy of the invoice, and the signature of an individual with the authority to bind the Contractor. The OAG Contract Manager may also request supporting documentation for the amounts being requested in the invoice. Failure to submit a timely invoice and/or supporting documentation requested by the OAG Contractor Manager to the OAG may result in non-payment or the Contractor's payment being delayed.

5.3 Bills for Travel

Travel reimbursement is not permitted under the terms of this Contract, unless otherwise specified in **Attachment A, Scope of Work**. If travel expenses are

allowed, reimbursement will be made in accordance with section 112.061, Florida Statutes.

5.4 Final Invoice

Unless renewed or extended, the final invoice must be received within 30 calendar days immediately following contract expiration or termination. If Contractor fails to do so, all rights to payment are forfeited and the OAG will not honor any requests submitted after the aforesaid time period. Any payment under the terms of this Contract may be withheld until all deliverables and any necessary adjustments have been approved by the OAG. All payments will be made in accordance with section 215.422, Florida Statutes.

5.5 MyFloridaMarketPlace Transaction Fees

The state of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to section 287.057(24), Florida Statutes and Florida Administrative Code Rule 60A-1.031, all payments will be assessed a transaction fee of one percent, or as may otherwise be established by law, which the Contractor will pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee will, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor will pay the transaction fee pursuant to Florida Administrative Code Rule 60A-1.031. By submission of these reports and corresponding payments, the Contractor certifies their correctness. All such reports and payments will be subject to audit by the State or its designee. The Contractor will receive a credit for any transaction fee paid by the Contractor for the purchase of any item. If such items are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the Contract. Failure to comply with these requirements will constitute grounds for declaring the Contractor in default and recovering re-procurement costs from the Contractor in addition to all outstanding fees. Contractors delinquent in paying transaction fees will be excluded from conducting future business with the State.

5.6 Taxes

The OAG is generally exempt from all federal, state, and local taxes and no such taxes will be included in the price of the Contract. The OAG will have no responsibility for the payment of taxes which become payable by Contractor or its subcontractors in the performance of the Contract.

5.7 Corrective Action Plan (CAP)

The OAG, at its sole discretion, is authorized to identify deficiencies within the Contractor's performance and request a proposed CAP to correct the deficiencies. Use of a CAP does not bar the OAG from assessing financial consequences or pursuing any other remedies available at law.

5.8 Subcontractor and Subcontract Requirements

5.8.1 Contractor will not subcontract any work contemplated under this Contract without the OAG's prior written approval. The Contractor will be responsible for its subcontractors' work, including assessment of financial consequences that result from the subcontractor's non-performance. If the OAG permits the Contractor to subcontract under this Contract, the OAG will not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and Contractor will be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract. If the OAG permits the Contractor to subcontract, such permission will be indicated in **Attachment A, Scope of Work**. If Contractor subcontracts any of the services performed under the Contract without obtaining the OAG's prior written approval, the OAG will not pay the Contractor for such subcontracted services. Nothing in this Contract grants any rights or remedies to any person or entity other than the Contractor and OAG or creates a third-party beneficiary relationship between the OAG and any subcontractors or employees of the Contractor.

5.8.2 Unless otherwise stated in the Contractor's contract with the subcontractor, payment must be made within seven working days after receipt of full or partial payments from the OAG in accordance with section 287.0585, Florida Statutes. Failure to pay within seven working days will result in a penalty charged against the Contractor to be paid by the Contractor to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. The penalty will be in addition to actual payments owed and will not exceed 15 percent of the outstanding balance due.

5.9 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of the Vendor Ombudsman are found in section 215.422, Florida Statutes, which include disseminating information relative to prompt payment and assisting vendors in receiving their payments in a timely manner from the OAG. The Vendor Ombudsman may be contacted at (850) 413-5516.

5.10 Return of Funds

Contractor must return to the OAG any overpayments due to unearned funds or funds disallowed and any interest attributable to such funds pursuant to the terms of this Contract that were paid to the Contractor by the OAG. If the Contractor or its independent auditor discovers that an overpayment has been made, Contractor will repay the overpayment within 40 calendar days without prior notification from the OAG. If the OAG first discovers an overpayment has been made, the OAG will notify Contractor in writing of such a finding. Should repayment not be made in the time specified by the OAG, Contractor will pay interest of one percent per month compounded on the outstanding balance after 40 calendar days after the date of notification or discovery. The OAG reserves the right, in its sole and exclusive discretion, to recoup Contractor's unearned funds from any invoice submitted under this Contract or through collection proceedings.

5.11 Inspection of Records

In accordance with section 216.1366, Florida Statutes, the OAG is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of this purchase order or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the OAG determines are necessary to monitor the performance of this Contract or to ensure that the terms of this Contract are being met. The Contractor must provide such records, papers, and documents requested by the OAG within 10 business days after the request is made.

6. INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

6.1 Indemnification

Contractor is liable for and will indemnify, defend, and hold harmless the OAG and all of its officers, agents, and employees from all claims, suits, judgments, or damages, consequential or otherwise and including attorneys' fees and costs, arising out of any act, actions, neglect, or omissions by Contractor, its agents, or employees during the performance or operation of this Contract or any subsequent modifications thereof, whether direct or indirect, and whether to any person or tangible or intangible property.

Contractor's inability to evaluate liability or its evaluation of no liability will not excuse Contractor's duty to defend and indemnify the OAG within seven calendar days after certified mail or courier delivery notice from the OAG. Only adjudication or judgment after highest appeal is exhausted specifically finding Contractor not liable will excuse performance of this provision. The Contractor will pay all costs and fees related to this obligation and its enforcement by the OAG. The OAG's failure to notify Contractor of a claim will not release Contractor of the above duty to indemnify. **NOTE: This section 6, Indemnification, Limitation of Liability, and Insurance, is not applicable to Contracts executed between state agencies or subdivisions, as defined in section 768.28, Florida Statutes.**

6.2 Limitation of Liability

Paragraph 8.g., of the PUR1000 is rejected by the OAG in its entirety.

6.3 Insurance Requirements

Upon execution of this Contract, unless Contractor is a state agency or subdivision as defined in section 768.28, Florida Statutes, Contractor accepts full responsibility for identifying and determining the type and extent of liability insurance necessary to provide reasonable financial protections for Contractor. The limits of coverage under each policy maintained by the Contractor do not limit Contractor's liability and obligations under this Contract. Upon the execution of this Contract, Contractor must furnish the OAG written verification supporting both the determination and existence of such insurance coverage. Such coverage may be

provided by a self-insurance program established and operating under the laws of the state of Florida. The OAG reserves the right to require additional insurance as specified in **Attachment A, Scope of Work** if applicable.

The Contract will not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. All insurance policies will be through insurers authorized to write policies in Florida.

7. CONTRACT ADMINISTRATION

7.1 Contract Administrator

The OAG's Contract Administrator is responsible for all aspects of Contract administration including but not limited to creation and maintenance of the Contract file, managing changes to the Contract, maintaining financial information, and entering Contract information into the OAG's Contract Tracking and Reporting System (CTRS). As of the effective date of the Contract, the Contract Administrator is:

**General Services Manager
Bureau of General Services
Office of Administrative Services
Florida Department of Legal Affairs
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: (850) 414-3415
Email: Contract.Desk@myfloridalegal.com**

In the event the OAG changes the Contract Administrator, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.2 Contract Manager

The OAG's Contract Manager is responsible for all aspects of Contract management including but not limited to: managing the receipt, certification, and payment of commodities and Contractual services; monitoring and evaluating Contractor performance and end user satisfaction; serving as the point of contact for the OAG and Contractor; and maintaining a Contract management file. As of the effective date of the Contract, the Contract Manager is:

**Kyle Jones-Furiato
General Services Analyst
Physical Address: 107 W. Gaines Street, Tallahassee, Florida 32301
Mailing Address: PL-01, The Capitol, Tallahassee, Florida 32399-1050
Phone: (850) 414-3925
Email: Kyle.JonesFuriato@myfloridalegal.com**

In the event the OAG changes the Contract Manager, the OAG will notify the Contractor's Representative in writing. Such changes do not require a formal written amendment to the Contract.

7.3 Contractor's Representative

The Contractor will assume sole responsibility for providing the commodities and services offered in its Response, whether the Contractor provides said commodities and services or any component thereof directly or through a subcontractor. The OAG will consider the Contractor's Representative to be the sole point of contact regarding contractual matters. As of the effective date of the Contract, the Contractor's Representative is:

Michelle Howard

Director of Operations /Vice President

Address: 10675 66th Street N. Pinellas Park FL 33782

Phone: 813-492-2500 / 727-542-1975

Email: Michelle@TRGTLegal.com

Secondary Contact

Hector Ramos

Director of Service Operations

Address: 10675 66th Street N. Pinellas Park FL 33782

Phone: 813-492-2500 ext 201

Email: Hector@TRGTLegal.com

In the event the Contractor changes the Contractor's Representative, the Contractor will notify the OAG's Contract Administrator and Contract Manager in writing. Such changes do not require a formal written amendment to the Contract.

8. AUDITS, DOCUMENTATION AND RECORDS RETENTION

8.1 Public Records Requests

Pursuant to section 119.0701, Florida Statutes, the Contractor will comply with public records laws, and specifically will:

8.1.1 Keep and maintain public records required by the OAG to perform all services required by this Contract.

8.1.2 Upon receiving a request from the OAG's Custodian of Public Records, the Contractor will provide the OAG with a copy of the requested records, at no cost to the OAG, or allow the records to be inspected or copied by the member of the public making the records request at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

8.1.3 Ensure that in allowing public access to all documents, papers, letters, or other materials made or received in conjunction with this Contract, those records that are exempt or confidential and exempt from public records

disclosure requirements by operation of section 119.071, Florida Statutes or Chapter 119, Florida Statutes, are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the OAG.

8.1.4 Upon completion of this Contract, the Contractor will keep and maintain public records required by the OAG to perform the services to be provided in the scope of this Contract, or electronically transfer in a file format compatible with the information technology systems of the OAG, at no cost to the OAG, all public records in possession of the Contractor. If the Contractor transfers all public records to the OAG upon completion of the Contract, the Contractor will destroy all duplicate public records that are exempt or confidential and exempt from public records disclosure.

8.1.5 If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor will meet all applicable requirements for retaining public records, consistent with the state of Florida's records retention schedule. All public records stored electronically must be provided to the OAG, upon request of its Custodian of Public Records, at no cost to the OAG, in a format compatible with the information technology systems of the OAG.

8.2 Failure to Comply with Public Records Law

Failure to comply with the OAG's request for records constitutes grounds for unilateral cancellation of this Contract by the OAG at any time. Further, any Contractor who fails to provide the public records to the OAG within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THEN THE CONTRACTOR MUST CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850) 414-3634, publicrecordsrequest@myfloridalegal.com OFFICE OF THE ATTORNEY GENERAL, PL-01, THE CAPITOL, TALLAHASSEE, FL 32399-1050.

8.3 Indemnification

Contractor will protect, defend, and indemnify the OAG for all claims arising from or relating to Contractor's determination that the redacted portions of its response to the ITB or any other documents or information submitted by the Contractor or on Contractor's behalf to the OAG are confidential, proprietary, trade secret, or otherwise not subject to disclosure. If Contractor fails to submit a redacted copy of information it claims is Confidential, the OAG is authorized to produce the entire

documents, data, or records submitted to the OAG in answer to a public records request or other lawful request for these records.

8.4 Confidential Information in Possession of Contractor

During the Contract, the Contractor may have access to information that is confidential, exempt, or otherwise protected information.

Maintaining confidentiality and security of information which is in the possession of the Contractor pursuant to this Contract is a material provision of this Contract. Failure to maintain the confidentiality and security of data or information received under this Contract will result in termination of this Contract for cause.

9. INTELLECTUAL PROPERTY

All patents, copyrights, and trademarks arising, developed, or created in the course of, or as a result of the Contract are the property of the OAG and nothing resulting from Contractor's services or provided by the OAG to the Contractor may be reproduced, distributed, licensed, sold or otherwise transferred without the prior written permission of the OAG. **This paragraph does not apply to the OAG's purchase of a license for Contractor's intellectual property or if otherwise specified in Attachment A, Scope of Work.**

If Contractor is a state university as defined under Chapter 1004, Florida Statutes, the above language will not apply and Contractor will retain ownership of all intellectual property developed as part of this Contract in accordance with section 1004.23, Florida Statutes. Intellectual property includes all copyrights, trademarks, and patentable developments.

- 10. DATA MANAGEMENT:** Unless otherwise directed by the OAG, the following provisions apply if the Contractor is performing hosting, software application or other information technology related services. For purposes of this section, "State Data" is defined as information or data provided by the OAG.

10.1 Backup Security

The OAG will have the right to establish backup security for any State Data and to keep backup copies of State Data in its possession if it chooses. At the OAG's Contract Manager or designee request, the Contractor will provide the OAG with downloads of State Data to enable the OAG to maintain such backup copies.

10.2 Ownership and User Rights

The State is and will remain the owner of all State Data made available by the State to the Contractor or its agents, Subcontractors, or representatives pursuant to this Contract, and all modifications to State Data, (even if made by the Contractor or a Subcontractor), regardless of whether the Contractor or the OAG is in possession or control of the State Data. The Contractor and its Subcontractors will not use the State Data for any purpose other than providing the Services, nor will any part of the State Data be disclosed, sold, assigned, leased, or otherwise disposed of to the general public or to specific third parties or commercially exploited by or on behalf

of the Contractor or any Subcontractor. The Contractor and its Subcontractors will not possess or assert any lien or other right against State Data.

10.3 Hardware and Equipment

Except as this Contract expressly provides otherwise, as between the State and the Contractor (or its Subcontractor), the Party that furnishes hardware or equipment for its or the other Party's use during performance of the Contract will be and remain the owner (or lessor, where applicable) of the hardware or equipment furnished by it.

10.4 Rights in Deliverables and Work Products

Deliverables and Work Products prepared by the Contractor and its Subcontractors may consist of or contain any (or any combination) of the following: (i) Background Intellectual Property (IP), including Commercial Off the Shelf (COTS) software, templates, frameworks, and other materials) owned by the State, the Contractor, a Subcontractor, or a third-party licensor; (ii) Custom IP developed during performance of the Contract specially for (or by) the State; and (iii) customizations or add-ons to, or derivative works of, a Party's Background IP. Regardless of who creates or participates in the creation of the foregoing, ownership of and use rights in them will be as set out in the remainder of this Section 10, consistent with the requirements of section 287.0571(5)(k), Florida Statutes., **which provides that any copyrightable or patentable Intellectual Property produced as a result of work or services performed under the Contract, or in any way connected with the Contract, will be the property of the State**, with only such exceptions as are clearly expressed and reasonably valued in the Contract. In the case of any Solution component, Deliverable, or Work Product for which the OAG enters into a signed License with the owner or licensor thereof, such License's terms will supersede those set forth herein that would otherwise apply. License terms that conflict with this Contract are null and void (e.g., indemnification provisions, limitations on liability, or change in applicable law or venue).

11. GEOGRAPHIC LOCATION OF DATA SERVICES

The state of Florida requires that all data generated, used, or stored by the Contractor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States. The state of Florida also requires that all services provided under the Contract, including call center or other help services, will be performed by persons located in the United States.

12. SECURITY

Maintaining security is a material portion of this Contract and failure to maintain the following standards may result in the consequences for non-performance, including, but not limited to indemnification of the State from any liability caused by a breach.

High Confidentiality: preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

High Integrity: guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity.

Medium Availability: ensuring timely and reliable access to and use of information with minimal downtime during normal business hours.

13. RECORDS RETENTION

The Contractor will retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this the Contract. Contractor will retain all documents related to this Contract in compliance with State law.

14. MONITORING BY THE OAG

The Contractor will permit all persons who are duly authorized by the OAG to inspect and copy any records, papers, documents, facilities, goods, and services of the Contractor that are relevant to this Contract, and to interview clients, employees, and subcontractor employees of the Contractor to assure the OAG of satisfactory performance of the terms and conditions of this Contract. Following such review, the OAG will deliver to the Contractor a written report of its finding, and may direct the development, by the Contractor, of a corrective action plan. This provision will not limit the OAG's termination rights.

15. AUDITS

The OAG may conduct or have conducted performance and compliance audits of all areas of the Contractor and any subcontractors as determined by the OAG. The OAG may conduct an audit and review all the Contractor's and any subcontractors' data and records that directly relate to the Contract services. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements, or Contracts with subcontractors, partners, or agents of the Contractor, pertaining to this Contract, may be inspected by the OAG upon five business days' notice, during normal working hours. Release statements from its subcontractors, partners or agents are not required for the OAG or its designee to conduct compliance and performance audits on any of the Contractor's Contracts relating to this Contract. The State's Chief Financial Officer and the Office of the Auditor General also have authority to perform audits and inspections.

16. SECURE DATA AND ABILITY TO AUDIT REQUIREMENTS

16.1 Duty to Provide Secure Data

The Contractor will maintain the security of data. This includes, but is not limited to, a secure area around any display of such data or data that is otherwise visible.

The Contractor will also comply with all other State and Federal rules and regulations regarding the security of information.

16.2 OAG's Ability to Audit Screening Compliance and Inspect Locations

The OAG will have the right to inspect the Contractor's work area and location upon two business days prior written notice to the Contractor to ensure compliance with the contract and all applicable state rules and regulations.

17. BACKGROUND SCREENING REQUIREMENTS

17.1 Definitions

"Person" or "Persons" means any Contractor employees, subcontractor personnel, independent Contractors, leased employees, volunteers, licensees, or other persons, operating under the direction of the Contractor with access to State data, or who enter the premises and facilities of OAG, or both.

"Access" means to approach, instruct, communicate with, store data in, retrieve data from, or otherwise make use of any resources of a computer, computer system, or computer network. "Data" means a representation of information, knowledge, facts, concepts, computer software, computer programs, or instructions, whether said information is confidential information or personal information. Data may be in any form, including but not limited to, in storage media, stored in the memory of the computer, in transit or presented on a display device, or a hard copy.

The Contractor will ensure the background screening required below is conducted on all persons directly entering any OAG facility and performing services under the Contract whether the person has access to State data, as well as those persons who are not performing services under the Contract but have access, including indirect access, to State data.

17.2 Background Screening Required

In the OAG's sole and exclusive discretion, it may determine that background screening of some or all Persons is necessary. In the event background screening is required under this Contract, the Contractor will not allow any Person to provide services under this Contract, have access to any State data, or enter any facility of the OAG until that person has been cleared by the OAG under the standards and procedures provided below:

17.2.1 The Contractor will ensure that each person will be screened as a prior condition for performing services, having access to State data, or entering the facilities.

17.2.2 A Level 2 background screening will be required for all persons performing these services and will be arranged by the Contractor and all necessary personal identifying information provided by the Contractor and/or such persons at least 10 calendar days in advance of the desired initial date of access prior to persons performing project services being allowed access to any OAG office.

17.2.3 A Level 2 background screening will be conducted, reviewed, and cleared through the OAG's designee pursuant to personal identifying information provided by the Contractor and/or the person who is the subject of the screening.

17.2.4 OAG IT staff members must be in the immediate area of any OAG facilities where Contractor personnel perform project services if any of those personnel do not have an approved OAG Level 2 background screening and have not completed the CJIS Awareness Training.

17.3 CJIS Security Awareness Training Requirements

As directed by the OAG, CJIS Awareness Training must be successfully completed by all Contractor personnel prior to being allowed to access OAG data. The OAG will provide instructions for the training to the Contractor and each Person employed under the Contract.

18. Governing Law

This Contract will be construed, performed, and enforced in accordance with the laws and rules of the state of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision will be deemed stricken and the remainder of the Contract will remain in full force and effect. All litigation arising under this Contract will be instituted in the appropriate court in Leon County, Florida.

19. Arbitration Clauses Excluded

The OAG expressly disavows any clause stated or referenced in any quote, estimate, or proposal that would require the OAG to submit to mandatory, binding arbitration regarding any disputes which arise from the performance of the Contract by Contractor of the commodities, services or software so acquired. No such clause will restrict the OAG's remedies in law and equity as prescribed by law.

20. Compliance with Laws

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of any laws, rules, codes, ordinances, or licensing requirements will be grounds for Contract termination or nonrenewal of the Contract.

21. Transition Services

When the Contract term ends, if it is canceled, or terminated and a new Contract is executed with an entity other than the Contractor, the Contractor has an affirmative obligation to assist in the smooth transition of contract services to the subsequent contractor. If the OAG determines that Transition Services are necessary, such services may continue for up to six months after termination, expiration, or cancellation of the

Contract, at no cost to the OAG, or as agreed upon by the Parties in writing.

22. Dispute Resolution

Paragraph 8a., of the PUR 1000, Dispute Resolution is specifically rejected and does not apply to this Contract.

23. Licenses and Permits

The Contractor is responsible for obtaining all necessary licenses and permits required to perform the services specified in this Contract and will bear all costs related to any licenses or permits.

24. Notice of Legal Actions

The Contractor will notify the OAG of any legal actions filed against it for a violation of any laws, rules, codes ordinances, or licensing requirements within 30 calendar days of the action being filed. The Contractor will notify the OAG of any legal actions filed against it for a breach of a contract of similar size and scope to this Contract within 30 calendar days of the action being filed. Failure to notify the OAG of a legal action within 30 calendar days of the action will be grounds for termination or nonrenewal of the Contract.

25. Public Entity Crime, Scrutinized Companies, Discriminatory Vendors and Antitrust Violator Vendor List

Pursuant to sections 287.133, 287.134, 287.135, and 287.137(2), Florida Statutes, the following restrictions apply to the persons placed on the convicted vendor list, antitrust violator vendor list or the discriminatory vendor list:

25.1 Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

25.2 Discriminatory Vendors

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a response on a contract to provide any goods or services to a public entity; may not submit a response on a contract with a public entity for the

construction or repair of a public building or public work; may not submit a response on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity so long as that entity's name appears on the discriminatory vendor list.

The Contractor will notify the OAG if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Contract.

25.3 Antitrust Violator Vendor List

A person or affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

25.4 Scrutinized Companies

This Contract may be terminated at the option of the OAG if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes or has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List, has been engaged in business operations in Cuba or Syria, or if the Contractor is placed on the Scrutinized companies that Boycott Israel List, or is engaged in the boycott of Israel.

26. Gifts

The Contractor agrees that it will not offer to give or give any gift to any state of Florida employee. This Contractor will ensure that its subcontractors, if any, will comply with this provision.

27. E-Verify Employment Eligibility Verification

Pursuant to section 448.095, Florida Statutes, Contractor must register and use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Contractor during the Contract term. Additionally, if the Contractor enters into a contract with a subcontractor, the subcontractor must register in the E-Verify system and provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor will maintain a copy of such affidavit for the duration of this Contract.

The OAG may request documentation of compliance with this provision at any time during the Contract term.

The Contract may be subject to termination for failure to comply with the requirements set forth in this Article, as specified in section 448.095, Florida Statutes.

28. Compliance with RESPECT

PURSUANT TO SECTION 413.036(3), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INsofar AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

29. Compliance with PRIDE

PURSUANT TO SECTION 946.515(2), FLORIDA STATUTES, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), FLORIDA STATUTES; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INsofar AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

30. Independent Capacity of the Contractor

The Contractor is an independent contractor and is solely liable for the performance of all tasks and deliverables contemplated by this Contract. Except where the Contractor is a state agency, the Contractor, its officers, agents, employees, subcontractors, or assignees, in performance of this Contract, will act in the capacity of an independent contractor and not as an officer, employee, or agent of the state of Florida. Contractor will not represent to others that it has the authority to bind the OAG unless specifically authorized to do so.

Except where Contractors a state agency, Contractor, its officers, agents, employees, subcontractors, or assignees are not entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Contract.

Contractor will take such actions as may be necessary to ensure that each subcontractor of Contractor understand they are independent contractor and will not be considered or permitted to be an agent, servant, joint venture, or partner of the state of Florida.

Unless justified by Contractor and agreed to by the OAG in this Contract, the OAG will not furnish services of support (e.g., office space, office supplies, telephone service, secretarial, or clerical support) to Contractor, or its subcontractor or assignee.

All deductions for social security, withholding taxes, income taxes, contributions to unemployment compensation funds, and all necessary insurance for Contractor, Contractor's officers, employees, agents, subcontractors, or assignees will be the responsibility of Contractor.

31. Preservation of Remedies

No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, will impair any such right, power or remedy of either party; nor will delay or omission be construed as a waiver of any such breach or default, or any similar breach of default thereafter.

32. Unauthorized Employment

The employment of unauthorized aliens by a Contractor is considered a violation of Section 274A of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the agreement.

33. HIPAA Compliance

The Contractor must meet all federal and state regulations regarding standards for privacy and individually identifiable health information as identified in the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and Florida Statutes.

HIPAA requires, among other things, that the confidentiality of Personal Health Information is ensured. This includes physical and logical security of data, encryption of data in transit, proper disposal, and destruction of data on any media (electronic or hardcopy), and release of data only to authorized recipients.

34. Assignment of the Contract

This Contract is not assignable except with the prior written approval of the OAG. Payments due under the Contract are not assignable except with the prior written approval of the OAG, and the concurrence of the Chief Financial Officer of the State. In the event of such approval, the Contract terms and conditions will apply to and bind the party or parties to whom the Contract is assigned as fully and completely as the Contractor is hereunder bound and obligated. No assignment will operate to release the Contractor from its liability for the prompt and effective performance of its obligations under the Contract.

35. Cooperation with Inspectors General

To the extent applicable, Contractor acknowledges and understands it has a duty to and will cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055(5), Florida Statutes.

36. Counterparts; Electronic Signatures

This Contract may be executed in one or more counterparts, each of which will be deemed an original but all of which will constitute one and the same instrument. For purposes of this Contract, use of signatures sent via facsimile, e-mail, or another electronic medium will have the same force and effect as an original signature.

37. Modifications

Unless otherwise specified, any modifications to this Contract must be in writing and executed by the parties.

38. Procurement of Materials with Recycled Content

Any products or materials which are the subject of or are required to carry out this Contract will be procured in accordance with the provisions of section 403.7065, Florida Statutes.

39. Publication or Statement of State Sponsorship

Pursuant to section 286.25, Florida Statutes, any nongovernmental organization which sponsors a program financed partially by state funds or funds obtained from a state agency must, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (name of organization) and the State of Florida." If the sponsorship reference is in written material, the words "State of Florida" shall appear in the same size letters or type as the name of the organization.

40. Conduct of Business

The Contractor will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor will comply with Section 247A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, and all prohibitions against discrimination based on race, religion, sex, creed, national origin, handicap, marital status, or veteran's status.

41. Compliance with the Copeland "Anti-Kickback" Act

As applicable, and if this Contract includes federal funds, the Contractor must comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this Contract. The act prohibits the

inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. All suspected violations must be reported to the OAG.

42. Federal Law Rights to Inventions

As applicable, and if this Contract includes federal funds that will be used for the performance of experimental, developmental, or research work, Provider must comply with 37 C.F.R., part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Governmental Grants, Contracts, and Cooperative Agreements.”

43. Federal Clean Air Act

As applicable, and if this Contract contains federal funds and is over \$100,000, Provider must comply with all applicable standards, orders, or regulations of the Clean Air Act, as amended (42 U.S.C. chapter 85) and the Clean Water Act, as amended (33 U.S.C. chapter 26), President’s Executive Order 11738, and Environmental Protection Agency regulations codified in Title 40 of the Code of Federal Regulations. The Contractor must report any violations of the above to the OAG.

44. Pro-Children Act of 1994

As applicable, and if this Contract contains federal funds, Contractor must comply with the Pro-Children Act of 1994, 20 U.S.C. sections 6081-6084, which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, daycare, early childhood development, education or library services on a routine or regular basis, to children up to age 18. Contractor’s failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and the imposition of an administrative compliance order on the responsible entity. If applicable, Contractor must also include a similar provision in any subcontracts it enters under this Contract.

45. Federal Suspension and Debarment List

As applicable, and if this Contract is funded with federal funds, the Contractor agrees to comply with 2 C.F.R. Part 180 and 2 C.F.R. Part 3000 and warrants none of the Contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction (as defined by federal law) it enters into. Contractor must notify the OAG immediately if it or any of the Contractor’s employees, affiliates or subcontractors are included on the Federal Suspension or Debarment Lists.

46. All Terms and Conditions Included

This Contract is comprised of the **Standard Contract** (this document), **Attachment A, Scope of Work, Attachment B, Price Sheet**, and any other documents incorporated by reference. The Contract as described herein supersedes all previous communications, representations, or agreements, either verbal or written between the parties, including ITB DLA 2025.02, Service of Process and Contractor’s Bid to that ITB, the relevant portions which have been incorporated into the Contract. If any term or provision of the Contract is determined by a court of law to be unlawful or unenforceable, the remainder of the Contract will remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the OAG and the Contractor have executed this Contract.

Michelle Howard
Michelle Howard
Director of Operations/Vice President

Greg Slemp
Greg Slemp
General Counsel

9/8/2025
Date

9/8/2025
Date

[REDACTED]
FEIN or SS Number

ATTACHMENT A

SCOPE OF WORK

A. Tasks: Contractor must perform the following tasks:

1. All attempts from a process server must be listed and detailed. Executed service must be clear and detailed on all Affidavit or Proof of Service Forms. The Contractor must provide the OAG, on an as-needed basis, all services necessary to affect service of process, in accordance with applicable laws of the state of Florida, including Chapters 39 and 48, Florida Statutes, Florida Rules of Civil Procedure, Florida Rules of Juvenile Procedure and the laws of any other jurisdiction outside of the State of Florida, when applicable, in the following defined service areas:

Service Area 1: Within the state of Florida

Service Area 2: Within the United States, including its territories and commonwealths

Service Area 3: Outside of the United States, its territories, and commonwealths

International service of process, for **Service Area 3**, as defined above, will be issued, served, and filed with the courts in accordance with the requirements established on a case by case basis and agreed upon by both the Contractor and the OAG in writing **PRIOR** to attempting service of process. The OAG expects service of process in **Service Area 3** to be affected in accordance with all applicable laws and treaties. The price for Service Area 3 will be determined on a case by case basis and agreed to by both parties in writing, prior to Service of Process. Contractors executing service for **Service Area 3** that require pre-payment for this service, must include a fee for any necessary translation services for the documentation in question. The Contractor must provide the certified international process server's name and contract information upon receiving the request. To ensure pre-payment in full, the Contractor must provide monthly status updates regarding the process, including but not limited to, document translations, relevant correspondence, travel arrangements et cetera. These status updates will be used to seek orders allowing for additional time to serve individuals as required.

2. General Processes and Types of Service to be Provided

The OAG will request service of process from the Contractor via email, designating the OAG Program Area Requestor to whom the invoice will be sent, providing the name, address, and other relevant information of the individual on whom process is to be served, in order for the Contractor to perform services under the Contract, including multiple addresses at which the individual may be located, if known, and indicating the type and level of service required by the OAG; **Routine Service, Express Service, or Priority Service**. Service Levels are as follows:

- a. **Routine Service** – Routine service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within 14 calendar days of notification by the OAG that the documents are ready for service (unless extended by the OAG in writing). The Contractor shall in all cases attempt service within three calendar days from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.
 - b. **Express Service** - Express service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within seven calendar days of notification by the OAG that the documents are ready for service, excluding legal holidays officially recognized by the applicable jurisdiction. The Contractor shall in all cases attempt service within two calendar days from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.
 - c. **Priority Service** - Priority service of process must be issued, served, and filed with the courts, in accordance with the requirements of the particular court involved, within three calendar days of notification by the OAG that the documents are ready for service (unless extended by the OAG in writing). The Contractor shall in all cases attempt service within one calendar day from receipt of such service documents, excluding Sundays and legal holidays officially recognized by the applicable jurisdiction.
3. **Process Server and Service Requirements:** Services will be provided by experienced certified process servers who are duly commissioned by the applicable certifying entity, and who are either employed by the Contractor or acting as subcontractors to the Contractor. The Contractor will ensure all certified Process Servers meet all requirements for the location in which process is being served. All Process Servers must possess the ability to effect service of process at federal and state prisons as well as local jails, work camps, Indian Reservations, military installations, domestic violence shelters, homeless shelters, and substance abuse treatment centers. The following service requirements must be met:
 - a. Ensure the individual who serves or attempts service will testify at any required hearings if requested by the OAG for a flat fee of \$50.00 to be paid by the OAG.
 - b. Ensure service is attempted in accordance with any direction provided by the OAG as to time and place, including any courthouse, and any jail, prison, or other detention or correctional facilities located within the state of Florida.
 - c. Ensure and acknowledge that all program areas of the OAG reserve the right to utilize the local law enforcement agencies to provide service of process as needed.

- d. Ensure that, within a county in the state of Florida, a county sheriff must provide service instead of the Contractor, the Contractor must first notify the OAG program area service requestor for approval **before any attempt is made.**
- e. Ensure the process server attempts service at the court or hearing in accordance with the directions from the OAG program area service requestor to secure service of an individual.
- f. Ensure if the individual is not able to be served due to the provision of an incorrect address or an address that does not exist, that detailed information regarding this incorrect or non-existent address must be provided to the OAG Program Area Requestor via email within 24 hours to allow for any corrected address information obtained by the OAG to be provided.
- g. Ensure the process server makes five attempts for Service Area 1. Service Area 2 will be attempted at a minimum of three separate attempts. Attempts cannot be determined for Service Area 3. Service attempts may cease upon the servers discovery that the address is vacant, or the current resident confirms the subject does not reside there. Returns of Service, or affidavit regarding service attempts, must be provided to the OAG Program Area Requestor no later than three days after either the service has been effectuated, or the last attempt of service has been made under the specified parameters for that request. Service Attempts **must** be completed at the following times:

Service Option 1: 8:00am – 5:00pm Monday through Friday

Service Option 2: 5:00pm – 10:00pm Monday through Friday

Service Option 3: 8:00am – 10:00pm Saturday

- h. Ensure that service attempt locations include, but are not limited to:
 - 1) Serving during employment hours at the individual's place of employment;
 - 2) Outside employment hours to include Saturdays at the individual's place of residence;
 - 3) At any other address when multiple addresses are provided by the OAG; and
 - 4) At other locations identified by the Contractor if, and only if, the OAG does not incur an additional charge.
- i. Ensure that the process server attempts service in compliance with the

following:

- 1) **Sunday Service:** Service of process is prohibited on Sundays; no service of process actions taken under this Contract shall take place on Sunday.
- 2) **For Service Area 2:** Requests for service on individuals outside of this state, service shall be made in the same manner as service within this state, by any officer authorized to serve process in the state where the person is served. No order of court will be required.
- 3) **For Service Area 3:** Requests for service on individuals outside of the United States, service may be required to conform to the provisions of the “Hague Convention” on the service abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters. The OAG expects such international service to be affected in accordance with all applicable laws and treaties. No order of court will be required.
- 4) **Spousal Substitute Service:** Substitute service may be made on the spouse of the individual to be served at any place in the county, if the cause of action is not an adversary proceeding between the spouse and the individual to be served, if the spouse requests receipt of such substitute service, and if the spouse and the individual to be served are residing together in the same dwelling. In all instances, substitute service shall be made according to all applicable rules and statutes, providing the name of the person served to the OAG on the Affidavit or Proof of Service Form, without need for prior approval from the OAG. **Substitute service is not to be used in any action for termination of parental rights or in actions involving injunctive relief.**
- 5) If the Contractor obtains an additional address not provided in the OAG’s initial request, the Contractor must provide the address to the OAG at no charge. In the event the OAG decides to use the new address for service, a separate request will be submitted to initiate service. If the individual being served is served in a public place the Contractor will attempt to obtain a valid mailing address when requested by the OAG.
- 6) Ensure the preparation and provision of the notarized Affidavit or Proof of Service Form, acceptable to the OAG and the courts, within 7 calendar days from the date of service. If a court date/hearing is scheduled, and the OAG Program Area Requestor provides such information to the Contractor, the Contractor must provide the Affidavit or Proof of Service Form and documentation to the courts, **no later than 24 hours prior to the hearing.**

- 7) All non-served Affidavit or Proof of Service Forms shall include information required by law and information relating to the attempted service (e.g.; moved, left no forwarding address; relocated out-of-state; deceased; incarcerated; etc.; together with any forwarding or current address or contact information learned during the service attempts). All original Affidavit or Proof of Service Forms shall be filed with the Clerk of Court of the process issuing county.
- 8) The Contractor is required to furnish the original Affidavit or Proof of Service Form to the Clerk of Court of the process issuing county and email the OAG program area requestor proof of the documents being e-filed with a copy of the e-filing.
- 9) Provide the OAG with a notarized Affidavit or Proof of Service Form, containing service addresses for all service attempts. All attempts must be documented on the notarized Affidavit or Proof of Service Form, regardless of the type of Affidavit or Proof of Service Form generated, i.e. Affidavit or Proof of Service Form of Service, Affidavit or Proof of Service Form of Non-Service, or any other type(s) of Affidavit or Proof of Service Forms approved by the OAG and generated by the Contractor.
- j. Requests for time extensions for all types of service will be made to both the OAG's Program Area Requestor and Contract Manager via electronic mail containing the reason(s) for the extension request, and latest expected date to complete service efforts, successful or unsuccessful.

4. Request for Cancellation of Service

Should the OAG choose to discontinue service efforts regarding any particular service request, the Contractor shall be notified in writing via electronic mail, as soon as possible. The Contractor will immediately notify effected process servers to cease all service attempts. The Contractor must ensure that each process server involved with the cancelled service request promptly returns all service documents by a reasonable method of delivery.

Services cancelled by the OAG after any attempt will be paid at the full contractual rate for that service level.

5. Communication with the OAG

- a. Meet or communicate regularly with the OAG Contract Manager, and any other applicable staff as requested by the OAG, to discuss processes, performance, and issues that may arise during the term of this contract.
- b. Cooperate fully with any data collection and evaluation activities, performance analysis, contract monitoring activities, quality assurance reviews, or audits carried out by the OAG in connection with the requirements and services performed under this Contract.

- c. Respond to all requests made by the OAG within two business days after the date the request is made.

6. Secure Website and Online Service Requirements

The Contractor will have a service of process system using a secure website and other online features that will be available to the OAG immediately upon issuance of the purchase order, continuously accessible to the OAG program areas. The service of process system accessed via an online, secure website must at a minimum, the following features and functions:

- a. Uniform ordering;
- b. Tracking and billing procedures acceptable to the OAG for each user;
- c. The ability to transmit data to the OAG electronically using Secure File Transfer Protocol (SFTP) or SSH using Secure Copy Protocol (SCP);
- d. The ability to scan documents into PDF format and make them readily available through its online, secure internet website(s) to the OAG as needed and upon request;
- e. The ability to provide Excel or CSV formatted reports of performance as well as pending activity information contained on the website that includes, at a minimum, the status of all OAG service requests;
- f. The ability to upload and download electronic documents in most common file formats, especially in PDF format;
- g. The ability to track any and all jobs in its system containing all the necessary information to effect service of process;
- h. The ability to ensure the system does not require duplicate actions and entries;
- i. The ability to ensure the secure website and online system can be viewed and tested by the OAG;
- j. The ability to generate automatic electronic notifications via email;
- k. Service status information should be available every day of the year to the OAG through the Contractor's secure website and online service of process system, except for scheduled system maintenance downtime, and be able to provide access to its own secure website to enable uploads and downloads of documents by both parties;
- l. The ability to generate and provide its secure website password(s)

and email addresses for OAG use; and

- m. The ability to track jobs in its system that provides the following information:
 - 1) Request Status;
 - 2) Served or non-served;
 - 3) Reference number (i.e. authorization number); and
 - 4) Tracking number
- n. The ability to look up or sort the requests in the system by the following:
 - 1) Name of person to be served;
 - 2) Authorization number;
 - 3) OAG case number or other OAG assigned number;
 - 4) Any applicable service time frames;
 - 5) Dispatched data; and
 - 6) Invoice data
- o. The ability to select individual requests that directs the OAG staff to specific activity as follows:
 - 1) Notes of special events, including dates such as attempted service of process;
 - 2) Messages and/or notes sent from the OAG including dates;
 - 3) The ability to print service documentation from the system;

7. Technical Liaison

Upon issuance of the Purchase Order, the Contractor will designate a technical liaison to interact with and communicate with the OAG concerning the secure website and online service of process system and advise the OAG Information Technology Department about any pertinent technical issues that may arise. Further, the technical liaison will promptly work together with the OAG Information Technology Department to resolve technical issues, provide updates, and implement system changes as necessary. The Contractor must also provide a financial account liaison for communication with the OAG's Bureau of Finance and Accounting, concerning any billing issues that may arise.

8. Invoice Procedures and Reports

Respond to the OAG's monthly reports and invoices set in accordance with the specifications in this Scope of Work. The OAG must have a Contractor that promptly and successfully communicates with the OAG's Bureau of Finance and Accounting on a consistent, regular basis, and as requested. Therefore, the parties will work in conjunction in the following fashion to address all service of process requests and related invoices generated by the Contractor, using the following processes:

- a. The OAG will generate a monthly report of the total number of

successful and unsuccessful process service requests and deliver to the Contractor no later than the 5th day, or the first working day following the 5th calendar day, whichever comes first, of the month following the invoicing month.

- b. An Excel file containing a template for the “monthly invoice” and any additional reports documentation, will be emailed to the Contractor within five business days after the effective date of the Contract.
- c. Review the provided reports for correctness and send a completed invoice to the OAG no later than the 10th calendar day, or the first working day following the 10th calendar day, whichever comes first, of each month along with any other agreed upon reports using the Excel template provided by the OAG.
- d. All invoices must be billed to the OAG Program Area, under the Contractor’s name.
- e. The OAG will review each monthly invoice along with substantiating documentation, and if necessary, the OAG will email an initial denial report to the Contractor concerning discrepancies contained in any monthly invoice and substantiating report or documentation.
- f. Within 30 calendar days thereafter, the Contractor may refute a denial report findings and email rebuttal documentation to substantiate the earning of payment to the OAG’s Contract Manager or designee. Thereafter, if any invoice discrepancies remain, the Contract Manager or designee, along with the Contractor will make diligent efforts to resolve the discrepancies within a 30-calendar day period after the OAG’s review of the rebuttal.
- g. The invoice must be in Excel format or similar format, and include, at a minimum, the following:
 - 1) Contractor’s Name;
 - 2) Contract Number;
 - 3) The OAG’s associated billing account number;
 - 4) The Contractor’s invoice account date;
 - 5) The service fee(s), if applicable and/or agreed to in the Contract;
 - 6) Total numbers of completed successful service of process and full attempted unsuccessful services; and
 - 7) Contractor designee printed name, signature, and date.
- h. Provide a report with the invoice as directed by the OAG program area requestor. Each report must include, at a minimum:
 - 1) Account Number;
 - 2) Private Vendor Activity Number;
 - 3) Respondent Name (last name, first name);

- 4) Other Party Name (last name, first name); and
- 5) Date request assigned to Contractor.
- 6) Excel format for attempted Service of Process:

Attempts -

- A. 1st attempt;
- B. 2nd attempt;
- C. 3rd attempt;
- D. 4th attempt;
- E. 5th attempt;
- F. Was service successful? Yes/No
- G. 72 Hour Hearing Requirement successful? Yes/No
- H. Substitute Service? Yes/No
- I. Contractor internal tracking number;
- J. Service of process fee;
- K. County where request was served or attempted; and
- L. State where request was served or attempted.

B. Deliverables: Contractor must complete the following deliverables in the time and manner specified:

1. Effectuation of Service of Process for Service Area 1, Service Area 2, and Service Area 3 with submission of supporting documentation as specified in Tasks 1 through 3 and 5 through 9.
2. Cancellation of Service of Process with submission of supporting documentation as specified in Task 4.

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ATTACHMENT B PRICE SHEET

ATTACHMENT B Office of the Attorney General Service of Process Price/Rate Sheet

Instructions: Respondent must complete Attachment B in its entirety by providing a fixed price, unit rate for each Service Level listed below for Service Area 1 and Service Area 2. Service Area 3, Cancellations, and Additional Services will not be scored nor calculated to determine the basis of the award.

Respondent's proposed pricing must be firm prices, and all-inclusive. It is the Respondent's responsibility to take into consideration items, including but not limited to, overhead, salaries, fringe benefits, operating margin, travel, labor, materials, equipment, incidental expenses, and subcontractor costs (if any) when coming up with the proposed unit rate.

No changes or modifications to this Price/Rate Sheet will be accepted. Any changes or modifications made to this Price/Rate Sheet may cause the Respondent to be deemed non-responsive and ineligible for award.

A. Service Area 1: Service of Process within the State of Florida

Pricing for Three-Year Term:

Service Area 1: Service of Process Within the state of Florida	Year 1 Unit Rate	Year 2 Unit Rate	Year 3 Unit Rate	Average Unit Rate
Routine Service	\$ <u>50.00</u>	\$ <u>55.00</u>	\$ <u>60.00</u>	\$ <u>55.00</u>
Express Service	\$ <u>75.00</u>	\$ <u>80.00</u>	\$ <u>90.00</u>	\$ <u>81.67</u>
Priority Service	\$ <u>100.00</u>	\$ <u>120.00</u>	\$ <u>130.00</u>	\$ <u>116.67</u>

Three Year Renewal Pricing:

Service Area 1: Service of Process Within the state of Florida	Renewal Year 1	Renewal Year 2	Renewal Year 3	Average Unit Rate
Routine Service	\$ <u>75.00</u>	\$ <u>85.00</u>	\$ <u>95.00</u>	\$ <u>85.00</u>
Express Service	\$ <u>85.00</u>	\$ <u>90.00</u>	\$ <u>100.00</u>	\$ <u>91.67</u>
Priority Service	\$ <u>110.00</u>	\$ <u>130.00</u>	\$ <u>140.00</u>	\$ <u>126.67</u>

B. Service Area 2: Service of Process inside of the United States

Pricing for Initial Three-Year Term:

Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths Deliverables to be Performed	Year 1 Unit Rate	Year 2 Unit Rate	Year 3 Unit Rate	Average Unit Rate
Routine Service	\$ <u>120.00</u>	\$ <u>130.00</u>	\$ <u>140.00</u>	\$ <u>130.0</u>
Express Service	\$ <u>150.00</u>	\$ <u>160.00</u>	\$ <u>175.00</u>	\$ <u>161.67</u>
Priority Service	\$ <u>175.00</u>	\$ <u>200.00</u>	\$ <u>225.00</u>	\$ <u>200.00</u>

Three Year Renewal Term Pricing:

Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths	Renewal Year 1	Renewal Year 2	Renewal Year 3	Average Unit Rate
Routine Service	\$ <u>150.00</u>	\$ <u>165.00</u>	\$ <u>175.00</u>	\$ <u>163.33</u>
Express Service	\$ <u>200.00</u>	\$ <u>215.00</u>	\$ <u>230.00</u>	\$ <u>215.00</u>
Priority Service	\$ <u>225.00</u>	\$ <u>240.00</u>	\$ <u>255.00</u>	\$ <u>240.00</u>

C. Service Area 1 Cancellation Pricing

Pricing for Initial Three-Year Term

Service Area 1: Service of Process Within the state of Florida	Year 1	Year 2	Year 3
Cancellation Prior to Attempt to Effect Service	\$ <u>0.00</u>	\$ <u>0.00</u>	\$ <u>0.00</u>
Routine Cancellation After Attempt to Effect Service But Prior to Effected Service	\$ <u>50.00</u>	\$ <u>55.00</u>	\$ <u>60.00</u>
Express Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ <u>75.00</u>	\$ <u>80.00</u>	\$ <u>90.00</u>
Priority Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ <u>100.00</u>	\$ <u>120.00</u>	\$ <u>130.00</u>

Three Year Renewal Term Pricing

Service Area 1: Service of Process Within the state of Florida	Renewal Year 1	Renewal Year 2	Renewal Year 3
Cancellation Prior to Attempt to Effect Service	\$ 0.00	\$ 0.00	\$ 0.00
Routine Cancellation After Attempt to Effect Service But Prior to Effected Service	\$ 75.00	\$ 85.00	\$ 95.00
Express Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 85.00	\$ 90.00	\$ 100.00
Priority Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 110.00	\$ 130.00	\$ 140.00

D. Service Area 2 Cancellation Pricing

Initial Three-Year Term

Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths	Year 1	Year 2	Year 3
Cancellation Prior to Attempt to Effect Service -	\$ 0.00	\$ 0.00	\$ 0.00
Routine Cancellation After Attempt to Effect Service But Prior to Effected Service	\$ 120.00	\$ 130.00	\$ 140.00
Express Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 150.00	\$ 160.00	\$ 175.00
Priority Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 175.00	\$ 200.00	\$ 225.00

Three Year Renewal Term Pricing

Service Area 2: Service of Process Within the United States, including its Territories and Commonwealths	Renewal Year 1	Renewal Year 2	Renewal Year 3
Cancellation Prior to Attempt to Effect Service	\$ 0.00	\$ 0.00	\$ 0.00
Routine Cancellation After Attempt to Effect Service But Prior to Effected Service	\$ 150.00	\$ 165.00	\$ 175.00
Express Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 200.00	\$ 215.00	\$ 230.00
Priority Cancellation After Attempt to Effect Service But Prior to Effective Service	\$ 225.00	\$ 240.00	\$ 255.00

**ATTACHMENT B
ADDITIONAL SERVICES PRICE SHEET
SERVICE OF PROCESS
DEPARTMENT OF LEGAL AFFAIRS**

Respondent's Name: TSI MANAGEMENT GROUP INC dba TRGT LEGAL

Respondent should list a price for each optional service item available to the Customer. If a service is not available, then the Respondent should insert "\$0.00" in that box. No changes to the format or Additional Services listed are permitted. However, Respondent may change the Pricing column to specify whether rates are for example, hourly, daily etc. Note, the optional services are not calculated in the Respondent's overall price scoring.

Additional Services/Fixed Price Rate	Pricing
Testify Fee	\$ <u>50.00</u>
Witness Fee	\$ <u>3.00</u> to provide check
Subpoena Fee	\$ <u>0.00</u>
Skip Trace	\$ <u>35.00</u>
*Wait Times	\$ <u>50.00</u> per hour
Stakeouts	\$ <u>50.00</u> per hour
*State Prison Wait Time	\$ <u>50.00</u> per hour
Chief Financial Officer document service	\$ <u>45.00</u> inc all fees
Service in Puerto Rico	\$ <u>250.00</u>

Respondent Name: TSI MANAGEMENT GROUP INC dba TRGT LEGAL

Respondent Mailing Address: Post Office Box 1066

City, State, Zip: Pinellas Park, FL 33780

Date: 7/22/25

Signature of Authorized Representative: Michelle Howard

Printed (Typed) Name and Title: Michelle Howard, Vice President

Phone Number: (813)492-2500

FEIN: 

By affixing my signature, I am confirming that I have read and understand the terms and conditions of this ITB and that I am the individual authorized to bind my firm/organization to the same terms and conditions of this ITB and the pricing offered herein.

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ATTACHMENT C**DELIVERABLES, PERFORMANCE MEASURES AND FINANCIAL
CONSEQUENCES**

The following table represents the associated performance measures and financial consequences related to the Contractor's Service of Process deliverables as outlined in Attachment A, Scope of Work.

<u>Deliverable</u> (Event that triggers payment)	<u>Performance Measures</u> (Required Minimum Level of Service)	<u>Financial Consequences for Failure to Perform as Specified</u>
1) Effectuation of Service of Process for Service Area 1, Service Area 2, and Service Area 3 as specified in Tasks 1 through 3 and 5 through 9.	1. Perform Routine Service for Service Area 1, Service 2 and Service Area 3 as directed. 2. Perform Express Service for Service Area 1, Service Area 2 and Service Area 3 as directed. 3. Perform Priority Service for Service Area 1, Service Area 2, and Service Area 3 as directed. 4. Have a secure website and meet online service requirements as specified.	1. Failure to perform Routine Service for Service Area 1, Service 2 and Service Area 3 as directed will result in a 2 percent reduction from that month's invoice for each day service is not performed as specified. 2. Failure to perform Express Service for Service Area 1, Service Area 2 and Service Area 3 as directed will result in a 2 percent reduction from that month's invoice for each day service is not performed as specified. 3. Failure to perform Priority Service for Service Area 1, Service Area 2, and Service Area 3 as directed will result in a 2 percent reduction from that month's invoice for each day service is not performed as specified. 4. Failure to have a secure website and meet online service requirements will result in a 2 percent reduction for every day this requirement is not met. * Financial consequences will not exceed 100 percent of the cumulative Deliverable amount from that month's invoice.

<u>Deliverable</u> (Event that triggers payment)	<u>Performance Measures</u> (Required Minimum Level of Service)	<u>Financial Consequences for Failure to Perform as Specified</u>
2) Cancellation of Service of Process as specified in Task 4.	Notify process server of the cancellation request and ensure all service documents are returned to the OAG.	Failure to notify the process server of cancellation and ensure all service documents are returned to the OAG will result in a 1 percent reduction from that month's invoice for every day this requirement is not met. * Financial consequences will not exceed 100 percent of the cumulative Deliverable amount from that month's invoice.